

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
	§	
MARGARET NADINE ALEXANDER	§	CASE NO. 17-10201-tmd
<i>aka</i> MARGO ALEXANDER,	§	
SIMONEAUX JUDE ALEXANDER	§	CHAPTER 7
<i>aka</i> JUD ALEXANDER	§	
Debtor(s).	§	
	§	
<hr/>		
WELLS FARGO BANK, N.A.	§	
AS SUCCESSOR BY MERGER TO	§	
WACHOVIA BANK, N.A.	§	
Movant,	§	
	§	
v.	§	
	§	
MARGARET NADINE ALEXANDER	§	
SIMONEAUX JUDE ALEXANDER	§	
RON SATIJA, Trustee	§	
	§	
Respondents.	§	

**MOTION FOR RELIEF FROM AUTOMATIC STAY OF ACT AGAINST
COLLATERAL AND WAIVER OF THIRTY-DAY (30) HEARING REQUIREMENT**

NOTICE TO ALL PARTIES

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BENIG HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

Comes now *Wells Fargo Bank, N.A., as successor by merger to Wachovia Bank, N.A.*
("hereinafter referred to as "Movant"), by and through the undersigned attorney, and moves the
Court as follows:

1. This Motion is brought pursuant to 11 U.S.C. § 362(d)(2) in accordance with Rule 4001 of the Bankruptcy Rules.

2. On or about February 21, 2017, the Debtor(s) (the term “Debtor” herein shall refer to both single and joint debtors) filed for relief under Chapter 7 of the United States Bankruptcy Code.

3. On July 10, 2003, Margaret N. Alexander executed and delivered a Prime Equity Line of Credit Agreement & Disclosure Statement (the “Debt Agreement”) and an Open-End Mortgage (the “Mortgage”) to Wachovia Bank, National Association. The Debt Agreement, Mortgage and Merger Document are attached as Composite Exhibit “A.”

4. Furthermore, the Debtor executed a Creditor’s home equity line of credit agreement and agreed to be bound by its terms. The Debt Agreement is secured by a mortgage or deed of trust. Creditor is the original mortgagee/successor or beneficiary of the mortgage or deed of trust.

5. The mortgage secures the following real property located in Okaloosa County, Florida:

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DESTIN IN THE COUNTY OF OKALOOSA AND STATE OF FLORIDA AND BEING DESCRIBED IN A DEED DATED 08/07/2001 AND RECORDED 08/10/2001 IN BOOK 2309 PAGE 4119 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: UNIT 205, OAK HARBOUR CONDOMINIUM ACCORDING TO DECLARATION OF CONDOMINIUM RECORDED 04/08/1996 IN BOOK 1991, PAGE 2048, AND ANY AMENDMENTS THERE TO

AKA: 420 OAK HARBOUR LN UNIT 205, DESTIN, FL 32541

(Space Intentionally Left Blank)

6. The Debtors, Margaret Nadine Alexander *aka* Margo Alexander And Simoneaux Jude Alexander *aka* Jud Alexander, has failed to maintain current contractual payments due under the Note and is presently in arrears for four (4) payments through and including the July 12, 2017 payment and all subsequent payments, as of July 17, 2017. An affidavit in support of this Motion will be served pursuant to Local Rule 9013, concurrently with the service of this Motion, and not filed with the court.

7. Movant is unaware of any substantial change in the financial or personal affairs of the Debtor.

8. As of July 17, 2017, the outstanding indebtedness to Movant is **\$246,278.08** principal plus accrued interest, late charges, attorney fees and costs as provided in the Debt Agreement and Mortgage.

9. The value of the collateral pursuant to Schedule D is **\$172,000.00**.

10. The value of the above collateral is insufficient to provide adequate protection to Movant. It would be inequitable to permit the Debtor to retain the collateral, as there is no equity in the collateral and it is not necessary for an effective reorganization.

11. Debtor has failed to provide adequate protection to Movant which constitutes cause to terminate the automatic stay of 11 U.S.C. § 362(a).

12. By reason of the foregoing, Movant requests the Court to terminate the stay so Movant may proceed to foreclose in accordance with its Debt Agreement and Mortgage.

13. Movant reserves the right to assert an 11 U.S.C. § 362(d)(2) Cause of Action, if appropriate, at the hearing on Movant's Motion for Relief.

(Space Intentionally Left Blank)

14. The provision of Rule 4001 (a) (3) should be waived and Movant be permitted to immediately enforce and implement any order granting relief from the automatic stay.

WHEREFORE, Movant prays that this Court enter an order, after notice and hearing, terminating the automatic stay as to Movant; alternatively, Movant be made whole by having all contractual payments brought current. Movant further prays that the Court waive the provision of Rule 4001 (a) (3) and that Wells Fargo Bank, N.A. as successor by merger to Wachovia Bank, N.A. be permitted to immediately enforce and implement any order granting relief from the automatic stay; that Movant be awarded its reasonable contractual attorney fees and expenses for this Motion; and, that Movant be granted such other and further relief as is just.

Respectfully submitted,

BY: /s/ Coury M. Jacocks
State Bar No. 24014306
2201 W. Royal Ln., Ste. 155
Irving, TX 75063
(469) 804-8457
(469) 804-8462
CJacocks@alaw.net

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided via electronic and/or Regular U.S. Mail to the parties listed on the attached service list, this 26th day of July, 2017.

Respectfully submitted,

BY: /s/ Coury M. Jacocks
State Bar No. 24014306
2201 W. Royal Ln., Ste. 155
Irving, TX 75063
(469) 804-8457
(469) 804-8462
CJacocks@alaw.net

Margaret Nadine Alexander
640 Trailside Bnd
Round Rock, TX 78665-2114

Simoneaux Jude Alexander
640 Trailside Bnd
Round Rock, TX 78665-2114

S. Jason Gallini
Gallini Law, PLLC
PO Box 1283
Round Rock, TX 78680-1283

Trustee
Ron Satija
P.O. Box 660208
Austin, TX 78766